

## ACCELERATION OF DEATH BENEFIT RIDER

Brighthouse Life Insurance Company of NY

**The waiting periods for suicide and incontestability are different from those in the Policy and begin on the Issue Date of the Rider.**

This Rider is subject to all applicable terms and provisions of the Policy, except as modified herein. This Rider is a part of the Policy if it is listed on the Policy Specifications page or on the Policy Specifications page for Policy Change. A copy of the application for this Rider is attached to and made a part of the Rider.

**IMPORTANT: THE BENEFIT PAYMENTS UNDER THIS RIDER MAY BE TAXABLE OR MAY AFFECT ELIGIBILITY FOR BENEFITS UNDER STATE OR FEDERAL LAW. YOU SHOULD CONSULT YOUR TAX ADVISER TO DETERMINE THE EFFECT ON YOU.**

### Definitions

“Eligible Proceeds” are the Policy Proceeds as defined in your Policy; less any Face Amount provided by a Supplemental Coverage Term Rider; and plus any amount of benefit provided by a rider that we consent to apply to an Accelerated Death Benefit.

“Accelerated Death Benefit” is the amount we will pay under this Rider if we receive proof that the Insured is terminally ill.

We will compute the Accelerated Death Benefit based on the following:

1. The amount of Eligible Proceeds you choose to accelerate. (See Amount of Accelerated Death Benefit);
2. Reduced life expectancy;
3. A processing charge not to exceed \$150; and
4. An Interest Rate no greater than the greater of:
  - a. The current yield on 90 day treasury bills; and
  - b. The current maximum statutory adjustable policy loan interest rate.

In computing the Accelerated Death Benefit, the amount of Eligible Proceeds you choose to accelerate will be divided by the sum of 1.00 and the applicable Interest Rate as determined in item 4 above.

This method of computation has been filed with the insurance supervisory official of the state that governs your Policy. We may change the assumptions we use from time to time.

“Terminally ill” means having a life expectancy of 12 months or less.

### Amount of Accelerated Death Benefit

You may choose to apply all or part of the Eligible Proceeds to your Accelerated Death Benefit subject to the following conditions:

1. You must apply at least \$50,000 or 25% of the Eligible Proceeds if less.
2. You cannot apply more than the greater of:
  - a. \$250,000; and
  - b. 10% of the Eligible Proceeds under this and all other similar riders issued by us and our affiliates.
3. The Face Amount of your Policy after payment of a partial Accelerated Death Benefit must be at least equal to our published minimum limits of issue for the base policy to which this rider is attached.

**Conditions**

Your right to the Accelerated Death Benefit under this Rider is subject to the following:

1. You must provide proof satisfactory to us, including a statement signed by a physician, that the Insured is terminally ill. The physician may not be you, the Insured, or a member of the Insured's family. We have the right to have the Insured examined at our expense by a physician we choose.
2. You must make a written request for payment in a form acceptable to us.
3. Any irrevocable beneficiary must give written consent for payment in a form acceptable to us.
4. Any assignee must give written consent for payment in a form acceptable to us.
5. We may require the Policy for endorsement.
6. You may request only one Accelerated Death Benefit under this Rider.
7. Your Policy is not eligible for this benefit if:
  - a. You are required by law to use this Rider to meet the claims of creditors, whether in bankruptcy or otherwise; or
  - b. You are required by a government agency to use this Rider to apply for, obtain, or keep a government benefit or entitlement.

**Payment of Accelerated Death Benefit**

Unless otherwise requested, we will pay the Accelerated Death Benefit in one sum.

**Effect of Benefit Acceleration on Policy and Riders**

All policy values and the Death Benefit on the remaining Policy, if any, will be reduced in the same proportion as the amount of Eligible Proceeds was applied to the Accelerated Death Benefit. If any Death Benefit remains on the Policy after acceleration, any accidental death benefit rider on the life of the Insured will not be affected. Upon acceleration, the method of payment for future premiums and policy charges will remain the same. (Please refer to your Policy for additional information about the payment of future premiums and policy charges.) However, upon acceleration future premiums and policy charges will be based on the reduced Death Benefit of the Policy.

If you apply all of the Eligible Proceeds to your Accelerated Death Benefit, all policy benefits based on the Insured's life, except for any benefit for accidental death, will end. Any accidental death benefit rider on the life of the Insured will continue in force for 12 months from the date of any payment under this Rider. Any riders that provide a benefit on the life of someone other than the Insured will stay in effect pursuant to their terms as if the Insured had died. No further cost for those riders will be payable.

**Incontestability**

This Rider will not be contestable after it has been in force during the life of the Insured for two years from the Issue Date of the Rider.

**Suicide Exclusion**

This Rider does not apply if the Insured's terminal illness is the result of an attempt to commit suicide within two years from the Issue Date of the Rider.

**Termination**

This Rider will terminate at the earliest of:

1. When an Accelerated Death Benefit is paid;
2. The date on which the Policy would be disqualified as a life insurance contract because this Rider is attached, under the Internal Revenue Code as interpreted by the Internal Revenue Service;
3. When the Policy to which this Rider is attached terminates; and
4. The monthly anniversary on or following receipt by us at our Home Office or any other office designated by us of your written request to terminate this Rider. We may require the Policy for endorsement.

The Issue Date and effective date of this Rider and the Policy are the same unless another Issue Date is shown below.

\_\_\_\_\_  
Issue Date

**Brighthouse Life Insurance Company of NY**



Secretary

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## RIDER: WAIVER OF PREMIUM DUE TO DISABILITY OF INSURED

Brighthouse Life Insurance Company of NY

**The Company** will waive premiums for the Policy and all Riders on receipt of proof that total disability of the Insured begins while this Rider is in force, and continues for at least six months. Any premiums due before the Company approves a claim for waiver of premium should be paid as due; however, the Company will refund to the Owner any premium paid but later waived. This agreement is subject to the following provisions.

### **Disability Starting Before Age 60**

If total disability starts prior to the policy anniversary on which the Insured is age 60, any premium becoming due will be waived while the Insured remains totally disabled. If this total disability continues uninterrupted until the policy anniversary on which the Insured is age 65, such disability will be deemed to continue thereafter and any further premiums will be waived as they fall due. Premiums will not be waived for any period more than one year before written notice and proof of claim is received at: our Home Office; or at any other office designated by the Company.

### **Disability Starting Between Ages 60 and 65**

If total disability starts on or after the policy anniversary on which the Insured is age 60, but before the policy anniversary on which the Insured is age 65, premiums becoming due will be waived while the Insured remains totally disabled. These premiums will be waived until the later of: (a) the policy anniversary on which the Insured is age 65; and (b) the third policy anniversary after disability starts. Any premiums becoming due thereafter must be paid as provided in the Policy. Premiums will not be waived for any period more than one year before written notice and proof of claim is received at: our Home Office; or at any other office designated by the Company.

### **Definitions**

"Total disability" means disability of the Insured which:

- \* Results from bodily injury or disease; and
- \* Prevents the Insured from working for pay or profit.

During the first 36 months of disability, "working" means engaging in the regular occupation, business or profession of the Insured; and thereafter means engaging in any occupation, business or profession for which the Insured is or becomes reasonably fitted by education, training or experience.

"Working for pay or profit" includes attending school or college as a full-time student, if that was the Insured's main occupation when the disability began.

The Insured will be deemed to be prevented from working, even while working for pay or profit, if the Insured has a total and continuing loss of:

- \* Sight or hearing or speech; or
- \* Use of both hands; or
- \* Use of both feet; or
- \* Use of one hand and one foot.

## RIDER: WAIVER OF PREMIUM DUE TO DISABILITY OF INSURED (Continued)

<b>Exclusions</b>	<p>No premiums will be waived under this Rider for disability resulting from:</p> <ul style="list-style-type: none"><li>* Any bodily injury which occurred or disease which first manifested itself before the Date of Issue of this Rider if total disability begins within two years after the Date of Issue of the Rider; nor</li><li>* Intentionally self-inflicted injury or disease.</li></ul>
<b>Notice and Proof of Disability</b>	<p>No premium will be waived unless proof of disability is given to the Company:</p> <ul style="list-style-type: none"><li>* During the life of the Insured; and</li><li>* During continuance of the disability.</li></ul> <p>The Company will not waive any premiums becoming due after one year except in the absence of legal capacity, unless it was not reasonably possible to provide notice within the required time.</p> <p>Proof of continuance of disability may be required by the Company at reasonable intervals; but after two years of continuous total disability, proof will not be required more often than once a year. We may require medical examination of the Insured by physicians we name, at our expense.</p>
<b>Premiums For This Rider</b>	<p>Premiums for this Rider are due with the premiums for the Policy. The first year and renewal premiums for this Rider are shown respectively on page 3 and page 5 of the Policy. No premium will be due or payable for the Rider for any period after the death of the Insured or the termination of the Rider.</p>
<b>Date of Issue</b>	<p>The Date of Issue of this Rider is the same as the Date of Issue of the Policy unless a different Date of Issue is shown for the Rider in the Policy Schedule.</p>
<b>Not Contestable After Two Years</b>	<p>The Company will not contest or rescind this Rider after it has been in force during the life of the Insured, and without the occurrence of total disability of the Insured, for two years from the Date of Issue of the Rider.</p>
<b>Contract</b>	<p>A copy of the application for this Rider is attached to and made a part of the Policy. This Rider is made a part of the Policy to which it is attached if the Rider is listed in the Policy Schedule.</p>
<b>Termination</b>	<p>This Rider will end upon the earliest of: (a) failure to pay any premium for the Policy or for the Rider by the end of the premium grace period; (b) the policy anniversary on which the Insured is age 65; (c) termination of the Policy; and (d) the Company's receipt of a written request signed by the Owner to end the Rider.</p> <p>Termination of this Rider on the policy anniversary on which the Insured is age 65 will have no effect on your claim if the Insured is then disabled.</p>

**Brighthouse Life Insurance Company of NY**



Secretary

## ENDORSEMENT FOR CONVERSION WITH WAIVER OF PREMIUM DUE TO DISABILITY OF INSURED RIDER

Issued By Brighthouse Life Insurance Company of NY

As of the Date of Issue of this Policy, the following is added to the Conversion Option provision of the Policy:

**Conversion with  
Waiver of Premium  
Due to Disability of  
Insured Rider (called  
"Waiver Rider")**

If this Policy includes a Waiver Rider, the new policy can also include a waiver rider, if one is available at the Insured's attained age, and provided that:

- The person insured under the Waiver Rider has not been totally disabled at any time within the two years before the conversion; or
- The person insured under the Waiver Rider has been totally disabled within the two years before the conversion; and the new policy is on a whole life plan chosen by the Company. If the person insured under the Waiver Rider is totally disabled at the time of the conversion, premiums for the new policy will be waived as if the rider had been in force at the start of the disability. The new policy will be issued by the Company or one of its designated affiliates.

**Automatic  
Conversion with a  
Waiver Rider**

If premiums on this Policy have been waived under the Waiver Rider for the full five year period which ends on the policy anniversary on which the Insured is age 65: this Policy will automatically be converted to a new policy on a whole life plan chosen by the Company; and no further premiums will be due. The new policy will be issued by the Company or one of its designated affiliates.

**Brighthouse Life Insurance Company of NY**

  
Secretary